IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.2101 OF 1998

Union Bank of India ...Plaintiffs

Versus

Prabhunath T. Jadhav ...Defendants

Shri Sanjeev Kanchan i/by M/s.Sanjeev Kanchan & Co for the Plaintiffs.

CORAM : ABHAY S.OKA, J.
DATED : JULY 06, 2007.

P.C.:

1. Heard the learned counsel appearing for the Plaintiffs. The suit is for recovery of the housing loan of Rs.01,10,000/- sanctioned by the Plaintiffs on the Application made by the Defendant. The Defendant executed a demand promissory note and letters dated 23rd March, 1990. The first letter records an undertaking of the Defendant not to sell the flat till the entire loan amount is repaid. The second letter is for granting an authority to the Plaintiffs to recover the loan amount from the Provident Fund account. The plaint discloses that a notice of demand was duly issued to the Defendant.

2. Written statement is not filed by the Defendants. Considering the averments made in the plaint and the contents of the original documents, this

is a fit case for passing a decree in accordance with rule 5(2) of Order VIII of the Code of Civil Procedure, 1908 in terms of prayer clauses (a), (b) and (k). However, interest on the decretal amount will be at the rate of 5.25 per cent per annum. Accordingly, suit is decreed in terms of prayers (a), (b) and (k) with a modification that the interest payable will be 5.25 per cent per annum from the date of filing of the suit till the date of payment or realisation.

JUDGE